

Sarah N. Turner, WSBA No. 37748
Gordon & Rees, LLP
701 5th Avenue, Suite 2100
Seattle, Washington 98104
Phone: (206) 695-5100
Fax: (206) 689-2822
sturner@gordonrees.com

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
AT SPOKANE

NORMA MAXWELL,

Plaintiff,

v.

VIRTUAL EDUCATION SOFTWARE,
INC., a Nevada Corporation,

Defendant.

No. CV-09-173-FVS

STIPULATED PROTECTIVE ORDER

Plaintiff Norma Maxwell ("Maxwell") and defendant Virtual Education Software, Inc., ("Virtual Education"), by and through their respective counsel, stipulate as follows:

1. The term "discovery materials" shall mean all documents to be produced, given or filed by any party or nonparty, and all interrogatory answers, answers to requests for admissions, and deposition testimony.

2. "Producing party" shall mean the party or person providing discovery, or the party or person that originated the document in discovery.

3. "Confidential material" shall include the following discovery material produced by a party, and all information therein to the extent that such information is not otherwise available apart from the discovery material produced in this litigation:

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1 (a) Plaintiff's medical records and medical treatment records,
2 including, but not limited to, any and all reports, correspondence, memoranda,
3 photographs, chart notes, x-rays reports, billings, and laboratory test results; and

4 (b) Plaintiff's psychological and/or counseling records and
5 psychological and/or counseling treatment records, including, but not limited to, any and
6 all reports, correspondence, memoranda, photographs, chart notes, x-rays reports,
7 billings, and laboratory test results.

8 4. Copies of confidential material, and the information therein, shall be
9 received only by the parties, counsel, and the employees of counsel, including secretarial
10 and paralegal assistants, as necessary to assist in the preparation of this litigation.
11 Confidential material shall be used only for the purposes of this litigation, and in all other
12 respects shall be held confidential by such persons and not disclosed to any other person.
13 Nothing in this Order shall prohibit plaintiff or defendant from seeking to introduce
14 confidential material at trial or seeking to protect such information at trial.

15 5. If, during the course of this proceeding, depositions are conducted that
16 involve confidential material, the portions of the transcript that refer to confidential
17 material shall also be deemed confidential material.

18 6. All discovery materials, including deposition transcripts and exhibits, that
19 have been designated confidential material, or information derived therefrom, shall be
20 filed with the Court only with the agreement of the parties. If the parties do not agree, the
21 party seeking to file, or refer to, the confidential material must file the confidential
22 material under seal and must provide a working copy to the Court to review *in camera* to
23 avoid public disclosure prior to the Court's ruling. The non-filing party may, in its
24 discretion, ask the Court to require that the confidential material be unsealed.

7. Copies of discovery materials that have been designated confidential material, and the information contained therein, shall be made available to witnesses only upon the written agreement of each such witness to be bound by the terms of this Order.

8. Counsel may at any time request the producing party to eliminate the confidential material designation of any discovery materials. The producing party must respond in writing to any such request within ten (10) business days of its receipt. If the producing party declines to reclassify discovery materials following such a request, counsel may submit the discovery materials in question *in camera* to the Court and seek an order reclassifying the materials.

9. Counsel is authorized to make, or cause to be made at their direction, reproductions of discovery materials that have been designated confidential material as they deem necessary for the purposes of this litigation, but all such reproductions shall be subject to the terms of this Order.


10. This Order may be modified by the Court upon stipulation of the parties or on the motion of any party.

Dated: January 14, 2010.

WINSTON & CASHATT

GORDON & REES LLP

By:


Courtney R. Beaudoin, WSBA No. 30616
Kammi Mencke Smith, WSBA No. 34911
Winston & Cashatt
601 W. Riverside, Suite 1900
Spokane, WA 99201
Telephone: (509) 838-6131
Facsimile: (509) 838-1416
Email: klm@winstoncashatt.com

By:

s/Sarah N. Turner
David W. Silke, WSBA No. 23761
Sarah N. Turner, WSBA No. 37748
Attorneys for Virtual Education
Software, Inc.
701 Fifth Avenue, Suite 2100
Seattle, WA 98104
Telephone: (206) 695-5100
Facsimile: (206) 689-2822
Email: dsilke@gordonrees.com;
sturner@gordonrees.com

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Seattle, WA 98104
Ph: 206-695-5100
Fax: 206-689-2822

ORDER

The Court having considered the foregoing stipulation of the parties,

It is hereby ordered that the stipulation of the parties is confirmed in all of its particulars.

DATED this 21st day of January, 2010.

s/ Fred Van Sickle

THE HONORABLE FRED VAN SICKLE